

LINE OF CREDIT (amended and restated)

\$2,200,000.00

January 27, 2022

FOR VALUE RECEIVED, the undersigned **PF HEMP CO., LLC**, a Delaware limited liability company ("Maker" or "Company"), hereby promises to pay, in lawful money of the United States of America, to the order of **Philip K. Asherman**, a resident of the state of Texas ("Payee"), whose mailing address is 38 Grand Garden Court, The Woodlands, TX 77301, the principal sum of **TWO MILLION TWO HUNDRED THOUSAND and No/100 DOLLARS (\$2,200,000.00)**, together with interest thereon as hereinafter provided.

BACKGROUND

1. As of the date hereof Maker is indebted to Payee in the principal amount of \$2,200,000, which indebtedness is evidenced by Maker's notes dated March 6, 2020 (\$1,000,000), June 1, 2021 (\$1,000,000) and September 7, 2021 (\$200,000). These notes are hereinafter referred to as the **Prior Notes**.

2. Maker and Payee have agreed that the amounts owed under the Prior Notes will be combined and evidenced by this Note and the terms of this Note will supersede the terms of the Prior Notes.

INTEREST

Interest shall accrue on the principal balance at a rate equal to **Payee's Cost of Funds**, as the same may change from time to time. **Payee's Cost of Funds** shall mean the rate charged to Payee by its funding source(s) for funds advanced pursuant to this Note. The current interest rate is 1.7%. Payee shall provide Maker statements from time to showing any changes in the Payee's Cost of Funds and the effective date thereof. The interest rate shall be adjusted accordingly. Interest shall be paid monthly in arrears by the 20th and with each payment of principal.

PRINCIPAL

Principal shall be repaid as follows:

A. At maturity, which means December 31, 2023;

B. Out of Available Cash as determined by a Majority of the Members of the Company pursuant to Section 9.1 of the Company's limited liability Company Agreement dated July 25, 2019, as the same may be amended from time to time (the "Company Agreement"). The principal repayment shall be equal to 61.539% of Available Cash.

All payments due hereunder shall be made in U.S. dollars to the Payee at the above mailing address or such alternate location or method as Payee may designate from time to time in writing to Maker. Maker shall have the right to prepay this Note in whole or in part at any time without fee or penalty.

The invalidity of any provision of this Note shall not affect the validity of any other provision hereof. Except as otherwise expressly provided herein, Maker hereby waives all rights of demand, presentment, protest or notice of any kind in connection with payment of any and all amounts due and owing hereunder. In the event this Note is placed in the hands of an attorney for collection, all expenses of Payee, including reasonable attorneys' fees (based upon actual time expended by such attorneys billed at their customary hourly rates) shall be added to the principal amount of this Note and collected as a part hereof.

MAKER AND PAYEE EACH HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING OR ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE. MAKER AND PAYEE ACKNOWLEDGES THAT THIS WAIVER WAS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN EVIENCED BY THIS NOTE, AND THAT THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE.

This Note shall be governed by and construed in accordance with the laws of the State of South Carolina. Payment of thirty eight and 46/100 percent (38.46%) of the amounts due on this Note is guaranteed by the undersigned individual members of Maker.

This Note has been signed, sealed and delivered by Maker to be effective as of the date first above written.

PF HEMP CO., LLC

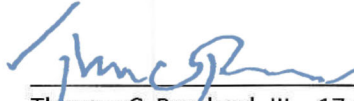
By:  (SEAL)
Name: Thomas C. Rowland, III
Title: Managing Member


GUARANTEE OF PAYMENT:

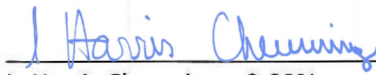
FOR VALUE RECEIVED and to induce the Payee to make the loan which is the subject of the Note, the undersigned hereby unconditionally guarantee prompt payment of thirty eight and 46/100

percent (38.46%) of all amounts due on this Note in the percentage amounts shown below per individual:

GUARANTORS:

 (L.S)
Thomas C. Rowland, III – 17.69%

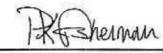
 (L.S)
P. Douglas McMillan – 17.69 %


 (L.S)
L. Harris Chewning – 3.08%

TEMPORARY MODIFICATIONS TO COMPANY AGREEMENT

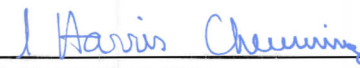
So long as there is any amount of principal or interest due under this Note, the undersigned, being all of the Members of the Company agree as follows:

1. There shall be no distributions to Members without the prior consent of Philip K. Asherman ("Asherman").
2. At the time of each principal payment on this Note, including at maturity, the Company shall make a guaranteed payment to Asherman equal to two percent (2%) of the amount of the principal payment.
3. At such time as this Note is paid in full, the forgoing modifications shall automatically terminate.


Philip K. Asherman


Thomas C. Rowland, III

 (L.S)
P. Douglas McMillan

 (L.S)
L. Harris Chewning